

# REQUEST FOR PROPOSAL



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

**DATE ADVERTISED: September 9, 2004**

**RFP Title: Alternatives to Secure Detention – Community Corrections Division  
Evaluation, Design, Implementation Plan & Baseline Evaluation**

**Requesting Dept./ Div.: King County Department Adult & Juvenile Detention**

**RFP Number: 150-04RLD**

**Due Date: September 30, 2004 – no later than 2:00 P.M.**

**Buyer: Roy L. Dodman [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov), (206) 263-4266**

There will be no Pre-Proposal  
Conference for this RFP

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

## **SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)**

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Alternatives to Secure Detention – Community Corrections Division Evaluation, Design, Implementation Plan & Baseline Evaluation* for the *King County Department Adult & Juvenile Detention*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *six (6) copies* of the proposal response, data or attachments offered, for *seven (7) items* total. The original in both cases shall be noted or stamped "Original".

**Questions:** Proposers will be required to submit any questions in writing prior to the close of business Monday, September 20, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* – Cathy M. Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department Adult & Juvenile Detention, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be

negotiated with the “first choice” Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the “RFPs, RFQs & ITBs / New / Consultants” portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the “Feedback” (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the “RFPs, RFQs & ITBs / Awarded / Consultants” portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

### PART 1 – COMMUNITY CORRECTIONS AND INTAKE EVALUATION

#### A. Mission of Community Corrections Division:

The Community Corrections Division (a division of the King County Department of Adult and Juvenile Detention) provides the Court system as well as the offender with pretrial and sentenced alternatives to secure confinement aimed at reducing the jail population, decreasing the failure to appear rates, increasing the offenders' accountability, and reducing the offenders' rate of re-offense.

#### B. Background:

In the spring of 2002, the King County Executive, the Chair of the King County Council, the Presiding Judge of the Superior Court, the Presiding Judge of the District Court and the Prosecuting Attorney called for the implementation of a Community Corrections operation that would manage a variety of alternatives to secure detention to reduce the average daily population of the jail. The Criminal Justice Council (CJ Council) consisting of separately elected officials representing the County and the criminal justice system established a working group to create a plan that would address the issues of such alternatives. The working group, headed by the Chief Deputy of the Prosecuting Attorney's Office, submitted a plan to the CJ Council which called for Community Corrections to continue Work and Education Release (WER) and Electronic Home Detention (EHD), consolidate offender work crews into the Community Work Program (CWP), and establish a Day Reporting Center. The CJ Council approved the plan and submitted it to the King County Council for approval. The working group was then reconstituted as the CJ Implementation Group to oversee the implementation of the plan.

On December 16, 2002, the County Council passed ordinance 2002-0363.2, which established the Community Corrections Division within the Department of Adult and Juvenile Detention effective January 1, 2003. An amendment to the ordinance was also approved that established the Division as a subordinate administrative office under King County Charter Section 350.10. This provides that the division manager shall be subject to the provisions of King County Charter Section 340, requiring that the appointed manager be subject to council confirmation.

Currently the following agencies participate in designing and refining the programs offered, the policies and procedures, and the goals and objectives: Superior Court, District Court, Prosecutor's Office, Defense Agencies, Public Defender Office, Department of Judicial Administration, Department of Community and Human Services, Public Health, and County Council staff representing the Law, Justice and Human Services Committee.

1. Program Overview:
2. Electronic Home Detention (EHD) allows offenders to serve all or some portion of their pre-trial and/or sentenced time at home. Offenders are monitored electronically and are confined to their homes, except when following a set schedule that may include attendance at work, school or treatment. To insure compliance the offender is equipped with an electronic bracelet in order to allow monitoring. The program uses an active electronic monitoring system that works with telephones using computerized random calling to the offender's residence. The Department is immediately alerted if the equipment has been tampered with or the offender is not within the required distance of the monitoring device.
  - Target Population: Pre-Adjudicated and Sentenced misdemeanants and felons - RCW 9.94.A.734 – for sentenced offenders prohibited crimes include Violent offenses, Sex offenses, Drug offenses (except possession and forged prescriptions), reckless burning, harassment, unlawful imprisonment and, burglary (except under some circumstances).
  - Court orders offenders directly<sup>1</sup> into EHD.

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<sup>1</sup> Policy shift from administrative placement to judicial placement

- There are two levels of EHD – Basic (which requires only monitoring curfews) and Enhanced (which requires additional monitoring such as treatment participation, work attendance, etc.).
- The program requires a primary telephone, no tampering with the EHD equipment, and meeting established curfews, as well as monitoring/adhering to court-imposed conditions (e.g. no use of drugs or alcohol, attend treatment, etc.).
- Failure to comply with the EHD conditions order will result in removal from EHD and incarceration in secure detention.

**2004 Population Capacity<sup>2</sup>: .....100**

The **Work/Education Release Program (WER)** is an alcohol and drug free residential program where offenders go to work, school, or treatment during the day and return to a secure facility at night. Offenders who work at night are required to spend the day at the facility. Random drug-screen urinalysis and Breathalyzer testing are used to monitor for use of illegal drugs and consumption of alcohol. Offenders are required to pay room and board on a sliding scale based on hourly rate of gross pay. They also pay restitution, child support or court costs as required by the Court. Offenders are involved in a case management process that directs them to structured programs and/or treatment services.

- Target Population: Pre-Adjudicated and Sentenced misdemeanants and felons.
- Court orders offenders into WER and directly orders conditions to which the offender and CCD staff must adhere.
- Failure to comply with conditions orders will result in removal from WER and incarceration in secure detention.

**2004 Population Capacity: .....140**

The **Community Center for Alternative Programs (CCAP)**, formerly Day Reporting, holds offenders accountable to a weekly itinerary directed at involving the offender in a continuum of structured programs. The goal of the CCAP is to assist offenders to change those behaviors that have contributed to their failure to comply with conditions of their sentence. The CCAP provides on-site services as well as referral to community based services. Random drug-screen urinalysis and breathalyzer testing will be conducted to monitor for use of illegal drugs and/or consumption of alcohol. Offenders receive a preliminary assessment and are scheduled for a variety of programs.

- Target Population: Pre-Adjudicated and Sentenced misdemeanants and felons.
- Services include GED preparation and testing, chemical dependency recovery readiness, on-site Certified Chemical Dependency Treatment Program, drug testing, domestic violence education, job search and preparedness (in collaboration with WorkSource); Veteran's Programs and other structured programs.
- Community Corrections is exploring collaborating with the Seattle Municipal Court Seattle Resource Center.
- Failure to comply with CCAP District Court rules results in email notification to the court. The court decides the sanction. Failure to comply with Superior Court rules requires incarceration in secure confinement.

**2004 Population Capacity: .....75**

The **Community Work Program (CWP)** allows the court to sentence offenders to work crews to perform supervised manual labor for various public service agencies. The program is designed to provide a diversion from jail for low-level, low risk offenders and a visible restitution to the community. Offenders

<sup>2</sup> The Population Capacity number refers to the capacity of the program based on funding, staff resources and physical plant capacity.

are sentenced directly to the CWP and may work off their fines, regain their driver's license or complete the terms of their sentence. CWP projects typically include various types of landscaping, habitat restoration and invasive species removal. CWP crews function year round and offer services Monday-Saturday, regardless of weather conditions. The offenders are assigned to work crews to work seven hours a day three to five days a week depending on their employment status.

- Judge orders offenders directly to CWP. Individuals may be ordered to complete one to one hundred and twenty days.
- Currently providing service to Metro Park and Rides, Facilities, Roads, Lake Forest Park/Kenmore, Mercer Island, Department of Natural Resources and Parks and White Center/Boulevard Park.
- Failure to comply with CWP results in notification to the court. The court decides on further sanctions.

This program is revenue backed. The public service agencies receiving the service from the work crews pay an average annual amount of \$133,622.

**2004 Population Capacity: .....210 Enrolled 40 participants per day**

The **Intake Services Program** was initiated by a 2003 Superior Court budget proviso and transferred to the Executive Branch in January 2004. The objective of the program is to provide information to the court to expedite the release of appropriate defendants awaiting adjudication or to ensure that offenders are not incarcerated when other appropriate alternatives are available. The program has 3 components:

- Expanded Intake Assessment that provides supplemental information to the court system to make better informed decisions regarding detaining or releasing a defendant/offender from jail or placing the individual in an alternative.
- Improve the effectiveness of the Felony Arraignment Notification process.
- Implement Felony Administrative Recognizance Release (FARR) guidelines.

## **PART 2 – OBJECTIVE / SCOPE OF THE EVALUATION:**

### **A. Overarching Objective:**

The Department of Adult and Juvenile Detention is seeking an independent, qualified and experienced consultant to develop a detailed evaluation design for evaluations of the Community Corrections Division programs and court services. Specifically, the consultant will be required to deliver three products:

1. The evaluation design for current programs (Work Release, Electronic Home Detention, Community Center for Alternative Programs, and Community Work Crew) and for court services for a baseline impact as well as an on-going evaluation,
2. Implementation plan for the evaluation of current programs and court services, and
3. The baseline evaluation report for current programs.

### **B. Project Structure:**

An oversight committee will structure the project with representatives from:

- Department of Adult and Juvenile Detention - Community Corrections Division
- Department of Adult and Juvenile Detention – Administration Division

- Department of Community & Human Services
- Public Health/Jail Health
- Criminal Justice Treatment Initiatives Evaluation Group

The Department of Adult and Juvenile Detention will provide project management, contract authority, and staffing to the oversight committee.

#### **C. Budget:**

The consultant budget established for the scope of work a referenced in this RFP shall not exceed \$80,000. (Budget is contingent upon King County Council approval.) Travel-related expenses, including per diems, are included in the overall \$80,000 limit for this scope of work. All travel-related expenses, including per diems are subject to County approval, and paid at King County standard rates. A copy of the County's reimbursement policy is available by contacting Roy L. Dodman at the phone number or e-mail address noted on pages 1 and 3 of the RFP.

#### **D. Current Programs**

For Current Programs (Work Release, Electronic Home Detention, Community Center for Alternative Programs, and Community Work Crew):

The consultant will, in alignment with the goals and vision of the Community Corrections Division, design an evaluation plan for determining the baseline, mid-term (1-2 years post program completion), and long-term (3 -5 years post program completion) outcome impacts of each CCD program individually and collectively. In addition, the consultant will produce the baseline impact evaluation. Expected baseline outcomes include: evidence of diversion from secure detention, reduction in use of secure detention, success and violation rates, and arrests by program participants while in the program. Mid-and long-term outcomes include: reduction in recidivism, severity of offense, and the use of secure detention for the populations placed in the community corrections programs. The extent of any "net widening"<sup>3</sup> due to CCD program implementation should also be examined.

Specifically by Program, address the following areas:

##### **1. Work Education Release (WER):**

Analysis to inform and support an evaluation:

- Prepare a profile of the participants for the time period June 2003 to June 2004. Include at a minimum current criminal offense, pre-sentence and sentence status at time of placement and time of release, length of stay, and reason for release and offender demographics (including but not limited to age, race, sex, criminal conviction history).
- Prepare a cost analysis determining the cost per inmate in WER.
- Prepare a current process flow analysis looking at case management practices.
- Prepare a "Best Practice" analysis to review current practices compared to other jurisdictions and provide evidence based research that corroborates or challenges current King County practices.

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<sup>3</sup> "net widening" is defined by King County as the unintended effect of sentencing offenders to confinement or detention alternative who would not have received any detention or confinement prior to the alternatives being in place. For example, if it were not for the program being available would the offenders really have gone to jail or would they have simply been given probation?



Evaluation Questions/Outcomes that the design and implementation plans need to consider at a minimum:

- Success and Violation Rates:
  - How many WER inmates completed their sentence/sanction vs. how many violated their sentence/sanction?
    - For those violating, what is the reason for the violation? What is the secure detention impact from violations? What is the rate of new offenses for those violating?
    - For those successfully completing, what is the time interval for committing a new offense? What is the impact to secure detention?
- Impact to secure detention:
  - Baseline impact: What is the direct impact to secure from placement to WER? What, if any, is the “net-widening” impact to the system for those not being placed directly from secure detention?
  - Mid-term and long-term: How does recidivism of WER participants compare to the recidivism for comparable jail-based individuals or another appropriate comparison group in terms of rates of re-offense, severity of re-offense, and time to re-offense (specifically in relation to time in detention)?
- Establish performance and outcome measures for ongoing evaluation/status of programs, and the data collection elements for reporting the measures.

## 2. Electronic Home Detention (EHD):

Analysis to inform and support an evaluation:

- Prepare a profile of the participants for the time period June 2003 to June 2004. Include at a minimum current criminal offense, pre-sentence and sentence status at time of placement and time of release, length of stay, and reason for release and offender demographics (including but not limited to age, race, sex, criminal conviction history).
- Prepare a cost analysis determining the cost per inmate in EHD.
- Prepare a current process flow analysis looking at case management practices.
- Prepare a “Best Practice” analysis to review current practices compared to other jurisdictions and provide evidence based research that corroborates or challenges current King County practices.

Evaluation Questions/Outcomes that the design and implementation plans need to consider at a minimum:

- Success and Violation Rates:
  - How many EHD inmates completed their sentence/sanction vs. how many violated their sentence/sanction?
    - For those violating, what is the reason for the violation? What is the secure detention impact from violations? What is the rate of new offenses for those violating?
    - For those successfully completing, what is the time interval for committing a new offense? What is the impact to secure detention?

- Impact to secure detention:
  - Baseline impact: What is the direct impact to secure from placement to EHD? What, if any, is the “net-widening” impact to the system for those not being placed directly from secure detention?
  - Mid-term and long-term: How does recidivism of EHD participants compare to the recidivism for comparable jail-based individuals or another appropriate comparison group in terms of rates of re-offense, severity of re-offense, and time to re-offense (specifically in relation to time in detention)?
- Establish performance and outcome measures for ongoing evaluation/status of programs, and the data collection elements for reporting the measures.

### 3. Center for Community Alternatives (CCAP):

Analysis to inform and support an evaluation:

- Prepare a profile of the participants for the time period June 2003 to June 2004. Include at a minimum current criminal offense, pre-sentence and sentence status at time of placement and time of release, length of stay, and reason for release and offender demographics (including but not limited to age, race, sex, criminal conviction history).
- Prepare a cost analysis determining the cost per inmate in CCAP.
- Prepare a current process flow analysis looking at case management practices.
- Prepare a “Best Practice” analysis to review current practices compared to other jurisdictions and provide evidence based research that corroborates or challenges current King County practices.

Evaluation Questions/Outcomes that the design and implementation plans need to consider at a minimum:

- Success and Violation Rates:
  - How many CCAP inmates completed their sentence/sanction vs. how many violated their sentence/sanction?
    - For those violating, what is the reason for the violation? What is the secure detention impact from violations? What is the rate of new offenses for those violating?
    - For those successfully completing, what is the time interval for committing a new offense? What is the impact to secure detention?
    - What is the impact of treatment/programming component to the success/violation of the participants?
    - What are the data elements needed to be collected to evaluate the rehabilitative outcomes such as substance use, housing stability, and employment?
- Impact to secure detention:
  - Baseline impact: What is the direct impact to secure from placement to CCAP? What, if any, is the “net-widening” impact to the system for those not being placed directly from secure detention?
  - Mid-term and long-term: How does recidivism of CCAP participants compare to the recidivism for comparable jail-based individuals or another appropriate comparison group in terms of rates of re-offense, severity of re-offense, and time to re-offense (specifically in relation to time in detention)?
  - Evaluate the impact of treatment and other programming on recidivism.

- Establish performance and outcome measures for ongoing evaluation/status of programs, and the data collection elements for reporting the measures.

#### 4. Community Work Crew (CWP):

Analysis to inform and support an evaluation:

- Prepare a profile of the participants for the time period June 2003 to June 2004. Include at a minimum current criminal offense, pre-sentence and sentence status at time of placement and time of release, length of stay, and reason for release and offender demographics (including but not limited to age, race, sex, criminal conviction history).
- Prepare a cost analysis determining the cost per inmate in CWP.
- Prepare a current process flow analysis looking at case management practices.
- Prepare a “Best Practice” analysis to review current practices compared to other jurisdictions and provide evidence based research that corroborates or challenges current King County practices.

Evaluation Questions/Outcomes that the design and implementation plans need to consider at a minimum:

- Success and Violation Rates:
  - How many CWP inmates completed their sentence/sanction vs. how many violated their sentence/sanction?
    - For those violating, what is the reason for the violation? What is the secure detention impact from violations? What is the rate of new offenses for those violating?
    - For those successfully completing, what is the time interval for committing a new offense? What is the impact to secure detention?
- Impact to secure detention:
  - Baseline impact: What is the direct impact to secure from placement to CWP? What, if any, is the “net-widening” impact to the system for those not being placed directly from secure detention?
  - Mid-term and long-term: How does recidivism of CWP participants compare to the recidivism for comparable jail-based individuals or another appropriate comparison group in terms of rates of re-offense, severity of re-offense, and time to re-offense (specifically in relation to time in detention)?
- Establish performance and outcome measures for ongoing evaluation/status of programs, and the data collection elements for reporting the measures.

## E. For Court Services

The Consultant will, in alignment with the goals of the Community Corrections Division and the goal of Court Services, “to facilitate at the earliest point possible, a release, detain, or placement decision for secure inmates”, design an evaluation plan and an evaluation implementation plan for court services. Expected outcomes include: court receipt of necessary and sufficient information on all inmates screened by Court Services, and evidence that judicial decisions regarding placement of individuals into CCD programs, jail, or release to the community are informed by Court Services information.

## **F. Selection Process and Qualification Evaluation:**

This RFP outlines the information necessary to understand the consultant selection process and the required documentation in submitting qualifications and a plan for this project.

After reviewing this RFP and subsequent to the question and answer period for this RFP, any firm that believes it has the necessary expertise and experience to successfully fulfill the described Scope of Work shall apply for consideration by submitting a Letter of Interest and Statement of Qualifications (as detailed in the Evaluation Criteria section). Those interested parties submitting Letters of Interest and Statement of Qualifications shall be referred to as "Applicants".

Each Applicant shall submit one (1) Letter of Interest with (6) copies, one (1) original Statement of Qualifications as detailed in the Evaluation Criteria section with (6) copies, and (1) original list of three references with (6) copies. Following receipt of Letters of Interest, Statements of Qualifications, and List of References, and at the County's sole discretion, the Selection Committee reserves the right to request additional information.

Each Applicant's Submittal will be evaluated by an Evaluation Committee ("Committee"). Applicants may be requested to make an oral presentation to the Committee as part of the selection process. The Committee will review and evaluate the submittals and oral presentations, using evaluation criteria set forth in this RFP. The Applicants will be ranked, and the committee may select a firm or firms based upon their submittal, or may choose to create a short list of firms and conduct interviews. Selected Consultants would then be awarded contracts based on the scope of work noted in this RFP. King County reserves the right to reject any and/or all Applicants.

## **G. Evaluation Criteria**

Written Submittal: The criteria below will be used to evaluate the Applicants' submitted written Statement of Qualifications (total points equals 100). Make sure your responses correspond to the appropriate letter/number.

1. Qualifications and experience (30 points): The Applicant chosen for this project must have qualifications related to performance monitoring/measuring, program evaluation and data collection/analysis.
  - a. In 3 pages or less, describe any qualifications for each staff that would be assigned to this project possesses in the areas of performance monitoring/measuring, program evaluation, and data collection/analysis.
  - b. In 3 pages or less, describe any experience that the staff assigned to this project have in providing consulting services to secure jail alternative/diversion programming or community justice and/or other justice agencies.
  - c. In 3 pages or less, describe any experience that the staff assigned to this project have in developing and conducting program/project evaluations, including any experience or familiarity with cost analysis, and recidivism impacts.
  - d. In 3 pages or less, describe any other qualifications you feel are relevant to this RFP.
  - e. Provide resumes for each staff to be assigned to this project. Resumes should not exceed 3 pages each.

2. Design and Process Implementation Plan (40 points): The Applicant chosen for this project must have specific experience related to project planning to complete the detailed evaluation design, implementation plan for the design, and baseline evaluation.
  - a. In 5 pages or less, describe your plan for the development and completion of the Scope of Services for this RFP, clearly delineating necessary tools, tasks, staff, timeframes and cost elements for each.
  - b. Provide 2 past work products that were represent similar work to the scope of work requested.
3. Capacity to perform the work (15 points): In no more than two (2) pages describe your firm's capacity to perform work, specifically identifying the timeline for completion, within the budget noted in the RFP, considering your firm's current and planned workload and hourly rates of the team members.
4. References (15 points): Please provide three (3) references for us to contact which represent similar work to the scope of work requested.
5. Oral Interview (25 points): If an award is not made based solely on the written evaluations, interviews may be conducted with the top ranked Applicant or Applicants. If interviews are conducted, then the final selection will be based on the total of the written evaluation and oral interview point totals.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts

as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
  5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.



- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

### **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

#### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of

termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

## **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

**PART 3: INSURANCE**

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000, and Professional Liability: Errors and Omissions in the amount of \$2,000,000 per claim/Aggregate.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

**PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

**PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

### **A. Non-Discrimination in Benefits to employees with Domestic Partners**

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/equalbenefits.asp>.

### **B. Disclosure – Conflict of Interest**

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

### **C. Recycled/Recyclable Products**

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled

paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

#### D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

#### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### F. Labor Harmony Clause

If applicable, the Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

### **SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## **SECTION VII – REQUIRED FORMS**


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- A. Affidavit and Certificate of Compliance with King County Code 12.16
- B. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- C. King County Code 3.04.120 and Consultant Disclosure Form
- D. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- E. Equal Benefits Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Six (6) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>U R G E N T – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>	
 <b>King County</b>	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
<b>Bid No.</b>	<b>RFP 150-04RLD</b>
<b>Bid Title</b>	<b>Alternatives to Secure Detention – Community Corrections Division Evaluation, Design, Implementation Plan &amp; Baseline Evaluation</b>
<b>Due Date</b>	
<b>Vendor</b>	